

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
GEORGE T. CHIUNGOS and CARA D'ARCO  
individually and on behalf of other persons similarly  
situated who were employed by NEW WORLD  
ASSOCIATES PROPERTY & CASUALTY, INC.  
d/b/a NEW WORLD ASSOCIATES and/or any  
other entities affiliated with or controlled by NEW  
WORLD ASSOCIATES PROPERTY &  
CASUALTY, INC. d/b/a NEW WORLD  
ASSOCIATES,

Plaintiffs,

v.

NEW WORLD ASSOCIATES PROPERTY &  
CASUALTY, INC. d/b/a NEW WORLD  
ASSOCIATES and/or any other entities affiliated  
with or controlled by NEW WORLD ASSOCIATES  
PROPERTY & CASUALTY, INC d/b/a NEW  
WORLD ASSOCIATES; and ROBERT J. SMITH,

Defendants.  
-----X

Case No.: 10-CV-04883  
(MKB) (WDW)

**STIPULATION OF FINAL DISMISSAL WITH PREJUDICE**

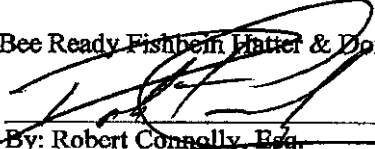
IT IS HEREBY STIPULATED AND AGREED by and between the Parties in the above captioned action, through their undersigned counsel, that in accordance with Rule 41 of the Federal Rules of Civil Procedure, the action be dismissed with prejudice against Defendants, with no award of attorneys' fees or costs by the Court to any party (other than those specified in the Settlement Agreements). The Court shall retain jurisdiction over the Settlement Agreements resolving this action.

August \_\_\_\_, 2012

Virginia & Ambinder, LLP

  
By: Kara Miller, Esq.  
111 Broadway, Suite 1403  
New York, New York 10006  
Tel: (212) 943-9080  
Fax: (212) 943-9082  
[kmiller@vandallp.com](mailto:kmiller@vandallp.com)

Bee Ready Fishbein Hatter & Donovan, LLP

  
By: Robert Connolly, Esq.  
170 Old Country Road  
Mineola, New York 11501  
516 746-5599 Ext. 224  
516 746-1045 Facsimile  
[rconnolly@beereadylaw.com](mailto:rconnolly@beereadylaw.com)  
*Attorneys for Defendants*


*And*

Jeffrey Brown, Esq.  
Leeds Morelli & Brown, P.C.  
One Old Country Road - Suite 347  
Carle Place, NY 11514  
Tel: (516) 873-9550

*Attorneys for Plaintiffs*

s/ MKB

So Ordered:

  
Honorable Margo K. Brodie, U.S.D. J.

8/20/12

34. If any provision of this Agreement is construed to be invalid, illegal or unenforceable, then the remaining provisions shall not be affected and shall be otherwise enforceable to the full extent of the law.

IN WITNESS WHEREOF, the Parties intending to be legally bound and for the consideration set forth in this Agreement, sign below:

Dated: August 8, 2012

  
STUART BRANDES

Dated: August 17, 2012

NEW WORLD ASSOCIATES PROPERTY & CASUALTY, INC. d/b/a NEW WORLD ASSOCIATES and/or any other entities affiliated with or controlled by NEW WORLD ASSOCIATES PROPERTY & CASUALTY, INC d/b/a NEW WORLD ASSOCIATES NEW WORLD INC.

  
By: ROBERT SMITH

Dated: August 17, 2012

ROBERT SMITH, INDIVIDUALLY

  
ROBERT SMITH

34. If any provision of this Agreement is construed to be invalid, illegal or unenforceable, then the remaining provisions shall not be affected and shall be otherwise enforceable to the full extent of the law.

IN WITNESS WHEREOF, the Parties intending to be legally bound and for the consideration set forth in this Agreement, sign below:

Dated: August 7, 2012

  
GREG COLONNA

Dated: August 17, 2012

**NEW WORLD ASSOCIATES PROPERTY & CASUALTY, INC. d/b/a NEW WORLD ASSOCIATES and/or any other entities affiliated with or controlled by NEW WORLD ASSOCIATES PROPERTY & CASUALTY, INC. d/b/a NEW WORLD ASSOCIATES NEW WORLD INC.**

  
By: ROBERT SMITH

Dated: August 17, 2012

**ROBERT SMITH, INDIVIDUALLY**

  
ROBERT SMITH

IN WITNESS WHEREOF, the Parties intending to be legally bound and for the consideration set forth in this Agreement, sign below:

Dated: August 2<sup>nd</sup>, 2012

Lorina Lana  
LORINA LANA

Dated: August 17, 2012

NEW WORLD ASSOCIATES PROPERTY &  
CASUALTY, INC. d/b/a NEW WORLD  
ASSOCIATES and/or any other entities  
affiliated with or controlled by NEW WORLD  
ASSOCIATES PROPERTY & CASUALTY,  
INC d/b/a NEW WORLD ASSOCIATES NEW  
WORLD INC

[Signature]  
By: ROBERT SMITH

August 17, 2012  
Dated: June, 2012

ROBERT SMITH, INDIVIDUALLY

[Signature]  
ROBERT SMITH

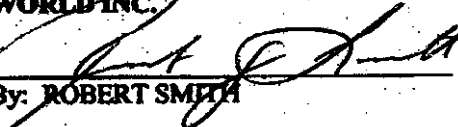
IN WITNESS WHEREOF, the Parties intending to be legally bound and for the consideration set forth in this Agreement, sign below:

Dated: August 2, 2012

  
KIM REINA

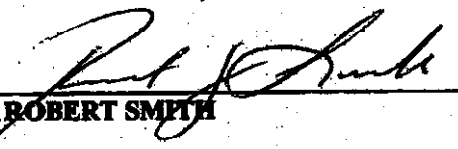
Dated: August 17, 2012

NEW WORLD ASSOCIATES PROPERTY & CASUALTY, INC. d/b/a NEW WORLD ASSOCIATES and/or any other entities affiliated with or controlled by NEW WORLD ASSOCIATES PROPERTY & CASUALTY, INC d/b/a NEW WORLD ASSOCIATES NEW WORLD INC.

  
By: ROBERT SMITH

Ag 17  
Dated: June, 2012

ROBERT SMITH, INDIVIDUALLY

  
ROBERT SMITH

any conflict of laws provision. Any action to enforce or interpret the terms of this Agreement shall only be brought and maintained in the State of New York.

34. If any provision of this Agreement is construed to be invalid, illegal or unenforceable, then the remaining provisions shall not be affected and shall be otherwise enforceable to the full extent of the law.

IN WITNESS WHEREOF, the Parties intending to be legally bound and for the consideration set forth in this Agreement, sign below:

Dated: August 17, 2012

  
ROBERT BELVEDERE

Dated: August 17, 2012

NEW WORLD ASSOCIATES PROPERTY &  
CASUALTY, INC. d/b/a NEW WORLD  
ASSOCIATES and/or any other entities  
affiliated with or controlled by NEW WORLD  
ASSOCIATES PROPERTY & CASUALTY,  
INC d/b/a NEW WORLD ASSOCIATES NEW  
WORLD INC.

  
By: ROBERT SMITH

Dated: August 17, 2012

ROBERT SMITH, INDIVIDUALLY

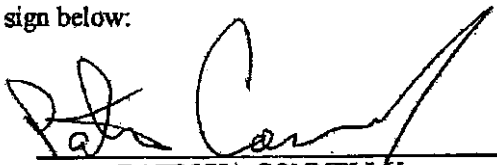
  
ROBERT SMITH

any conflict of laws provision. Any action to enforce or interpret the terms of this Agreement shall only be brought and maintained in the State of New York.

34. If any provision of this Agreement is construed to be invalid, illegal or unenforceable, then the remaining provisions shall not be affected and shall be otherwise enforceable to the full extent of the law.

IN WITNESS WHEREOF, the Parties intending to be legally bound and for the consideration set forth in this Agreement, sign below:

Dated: August 6, 2012

  
PATRICIA CONNELLY

Dated: August 6, 2012

NEW WORLD ASSOCIATES PROPERTY & CASUALTY, INC. d/b/a NEW WORLD ASSOCIATES and/or any other entities affiliated with or controlled by NEW WORLD ASSOCIATES PROPERTY & CASUALTY, INC d/b/a NEW WORLD ASSOCIATES NEW WORLD INC.

  
By: ROBERT SMITH

*August 17, 2012*  
Dated: June 9, 2012

ROBERT SMITH, INDIVIDUALLY

  
ROBERT SMITH



IN WITNESS WHEREOF, the Parties intending to be legally bound and for the consideration set forth in this Agreement, sign below:

Dated: August 4, 2012

  
\_\_\_\_\_  
CRAIG DIXON

Dated: August 17, 2012

NEW WORLD ASSOCIATES PROPERTY & CASUALTY, INC. d/b/a NEW WORLD ASSOCIATES and/or any other entities affiliated with or controlled by NEW WORLD ASSOCIATES PROPERTY & CASUALTY, INC d/b/a NEW WORLD ASSOCIATES NEW WORLD INC.

  
\_\_\_\_\_  
By: ROBERT SMITH

Dated: August 17, 2012

ROBERT SMITH, INDIVIDUALLY

  
\_\_\_\_\_  
ROBERT SMITH

18002441880

10:01:10 a.m. 08-06-2012

2/2

34. If any provision of this Agreement is construed to be invalid, illegal or unenforceable, then the remaining provisions shall not be affected and shall be otherwise enforceable to the full extent of the law.

IN WITNESS WHEREOF, the Parties intending to be legally bound and for the consideration set forth in this Agreement, sign below:

Dated: August 6, 2012

  
GEORGE CHIUNGOS

Dated: August 17, 2012

NEW WORLD ASSOCIATES PROPERTY & CASUALTY, INC. d/b/a NEW WORLD ASSOCIATES and/or any other entities affiliated with or controlled by NEW WORLD ASSOCIATES PROPERTY & CASUALTY, INC d/b/a NEW WORLD ASSOCIATES NEW WORLD INC.

  
By: ROBERT SMITH

Dated: August 17, 2012

ROBERT SMITH, INDIVIDUALLY

  
ROBERT SMITH

IN WITNESS WHEREOF, the Parties intending to be legally bound and for the consideration set forth in this Agreement, sign below:

Dated: August 2, 2012

  
CARA D'ARCO

Dated: August 17, 2012

NEW WORLD ASSOCIATES PROPERTY & CASUALTY, INC. d/b/a NEW WORLD ASSOCIATES and/or any other entities affiliated with or controlled by NEW WORLD ASSOCIATES PROPERTY & CASUALTY, INC d/b/a NEW WORLD ASSOCIATES NEW WORLD INC.

  
By: ROBERT SMITH

*August 17, 2012*  
Dated: June, 2012

ROBERT SMITH, INDIVIDUALLY

  
ROBERT SMITH